PORS = 11.3.31.7.1

The Port of Portland

DRY DOCKAGE SALES RE-CAPITULATION

For the Month of April, 1948

Debit- Accounts Receivable

A 29 \$7,351.99 \
Debit- Distribution Ledger

Debit-

Credit- pockare Marnin's

Q 15 7,351,99 V

> USEPA SF 1285107

APR 1 DJ 4 4-3 2 APR 2 DJ 4 4-3 5 APR1 2 DJ 4 4-3 6 APR 1 6 DJ 4 4-3 7 APR1 6 DJ 4 4-3 8 APR 2 1 DJ 4 4-3 9 APR 2 1 DJ 4 4-4 0 APR 2 6 DJ 4 4-4 1 APR 2 5 DJ 4 4- 4 2 APR 2 9 DJ 4 4-4 3 APR 3 0 DJ 4 4-4 5

144.50 6930 292.40 2,809.73 9 4.8 0 1,5 7 8.7 2 717.60 915.45 12292534.66

7,351.99 *

Docking P	No			19.40
Name of V	Vessel Derrick Barge Cascade		Gross R	eg. Tonnage: 1407
			Cargo —	- Long Tons:
Ordered b	y U. S. Engineers Bill to	S	ame	Repairs by Same
Docked:	Undocking Started:		Lifted on:	
12:15	Рм. 4/27 1948 11:23Ам. 4/30	1948	Pontoons Nos.	4-5 Dock No. 2
DATE	DOCKAGE		AMOUNT	GENERAL DESCRIPTION OF WORK
4/28	Lift day ends 12:15 PM 1407 @	.18	253.26	Washed, cleaned & painted hull.
4/29	1st lay day ends 12:15 PM 1407	@ .10	140.70	
4/30	2nd " " 12:15 PM 1407		140.70	
			534.66	
			001.00	
				Barge arrived pier S-2 at 1:00 PM 4/26
				Barge departed from Dock #2 at 12:20 PM
				4/30
	Barge ready to undock 11:20 AM	4/30		
	Com	piled by		Approved by Entered Billed S 5 5 4
		EC		1 2 2 2 1 2 1 1

CONTRACT NO. (If any) DEPARTMENT OF THE ARMY LABSEAS PURCHASE ORDER SHOTT ORDER NO. NO. OF SHEETS 13081 ISSUED BY: ABOVE CHECKED NUMBER (5) MUST APPEAR ON ALL PACKAGES AND PAPERS RELATING TO THIS ORDER. jena ti visilmus ž men 1: Salumon vilsions of Corps of Engineers aw Sanaho at rifeles; countities, REQUISITION NO. 10 yes to yes 628 Pittock Block, Portland 5, Oregon and Her Sitte intertul of 5193 to allid tenumerous no sham stronger To: (Contractor and address; also factory address, if required) PAYMENT WILL BE MADE BY DISBURSING OFFICER. Jacobson Jan 1201 Ba 628 Pittock Block, and Jane Village 1 the Port of Portland, d labor standards, Portland 5, Oregon To trettiese Ha bna idilw ballumb 916 Spalding Building, INVOICE FOR PAYMENT WILL BE MAILED TO: 14001 10 00.013 18.00 and mother of all Portland Lt, Oregon amag syaling it District Engineer, Corps of Engineers, was also ribbon syned seny: within the time specified, or may extension thereof, the devaluations may, or unities unit to the devaluation of the contract of the definition of the contract of the contrac ing or sergeralism. 628 Pittock Block, Portland 5, Oregon daldw in which THE SUPPLIES AND SERVICES TO BE OBTAINED BY THIS INSTRUMENT ARE AUTHORIZED BY, ARE FOR THE PURPOSES SET FORTH IN, AND ARE CHARGEABLE TO THE FOLLOWING ALLOYMENTS, THE AVAILABLE ns to which there has been delay, and may hold life Eugenelee become at measure E. H. Moore mieral days to maner to income at BALANCES OF WHICH ARE SUFFICIENT TO COVER THE COST THEREOF: is valed and it is sometimed that Som Engineer in Hand bearing to the state of the Som Engineer in the their state of the Sometime and the state of princed being limited to, any pretrients, ericarily, or ellegation order braned by the Ber bne nottregent len IN ACCORDANCE WITH YOUR PRICE LIST ORAL QUOTATION WRITTEN QUOTATION OF PLEASE FURNISH THE FOLLOWING ON THE TERMS SPECIFIED ON BOTH SIDES OF THIS PAGE AND ON THE ATTACHED SHEETS, IF ANY, INCLUDING DELIVERY F. O. B. METHODS OF PRESENTING INVOICES OR VOECHERS, AND OF PACKING, MARKING, VIDED HEREIN, EXCEPT AS OTHERWISE DIRECTED BY THE CONTRACTING OFFICER. AND SHIPPING, SHALL BE AS PRO-4s laups bluow elesmine SCHEDULE OF DELIVEDOMESTIC e one hard sign of whom oil bon Bards SUPPLIES OR SERVICES Afterior QUANTITY UNIT UNIT PRICE ITEM NO. and is such fininging. (b) in the overt of any such aspiration! Services of the Port of Portland Drydock to drydock the derrick barge Cascade on a selection KILL April 27, 28, 29 and 30, 1948... n an helffend e very of a chiencut to a complet for nice of chipmoni as the Centraling pract (a) the origin herein do not inor this transmisso from welch the Contracts Dry prices barein ilulade all appilouble in officet ut the state-exampling specification or furnish deat Commissioner, shall be comitted by only share or part of this control stavialos of para-Styles substantially all from articles, mageriate, or engolice mined, preduced, or manul SPECIFIC PURPOSE: Insurum berevitab and linde estable thatlatt edit at Lad your case edit se ne land and or or INITED STATES OF AMERICA 18. DEFINITIONS .-- Except for the original signing of this contract, and a wait a wise stated borein, the form "Contracting Officer" as used becale each include etc. V. M. BASON.

DEPARTMENT OF THE ARMY PURCHASE ORDER SMOITIGMOS

1. VENDOR'S INVOICES.—Invoices shall be prepared and submitted in triplicate. Invoices shall contain the following information: Order number and contract number, if any; Government nomenclature of articles or services and Government sizes of articles; quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The following certificate will be shown on each of the three copies of the invoice:

"I certify that the above bill is correct and just; that payment therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transaction have been compiled with; and that State or local sales taxes are not included in the amounts billed."

The Contractor or his authorized representative will sign only the original (ribbon typed copy, if typed). When the involve is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be. If State or local sales taxes are included in the amounts billed, the inapplicable words in the last portion of the certificate will be omitted.

2. DISCOUNTS.—Time, In connection with discount offered, will be computed from date of the delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when final inspection and acceptance are at those points, or from date correct bill or youcher, properly certified by the Contractor, is received if the latter date is later than the date of delivery.

3. PAYMENTS.—The Contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries is se warrants; or, when requested by the Contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

- 4. INSPECTION.—Whether or not an inspection point is specified herein, all material and workmanship shall be subject to inspection and test at all times and places (including inspection and test after arrival at destination) and, when practicable, during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the Government shall have the right to reject such articles, or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. In the event public necessity requires the use of materials or supplies not conforming to the specifications, payment therefor shall be made at a proper reduction in price.
- 5. VARIATION IN QUANTITIES.—Unless otherwise specified, any variation in the quantities herein called for, not exceeding 10 percent, will be accepted as a compliance with the contract, when caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and payments shall be adjusted accordingly.
- 6. NOTICE OF SHIPMENTS.—At the time of delivery of a shipment to a carrier for transportation, the Contractor shall give such prepaid notice of shipment as the Contracting Officer may require.
- 7. TAXES.—Unless otherwise indicated in this contract (a) the prices herein do not include any state or local sales, use, or other tax from which the Contractor or this transaction of the procurement of these supplies is exempt; and (b) the prices herein include all applicable Federal taxes and other applicable State and local taxes in effect at the date of this contract. Upon request of the Contractor the Government will issue tax-exemption certificates or furnish other similar proof of exemption with respect to the taxes excluded from the price. Where any duties or taxes have been included in the contract price and a refund or drawback is obtained by the Contractor by reason of the export or reexport of supplies covered hereby, or of materials used in the performance of this contract, the amount of such refund or drawback will be paid over to the Government, or credited against amounts due from the Government under this contract. Provided, however, That the Contractor shall not be required to apply for such refund or drawback unless so requested by the Contracting Officer.
- 8. WALSH-HEALEY ACT.—If this contract is for an amount in excess of \$10.000, the representations and stipulations required by section I of the Act of June 30, 1938 (Walsh-Healey Act, Public No. 346, 74th Congress) to be included in all contracts therein specified are hereby incorporated and made a part of this contract with the same force and effect as if fully set forth in the contract. Such representations and stipulations shall be subject to all applicable regulations, doterminations, and exemptions of the Secretary of Labor now or hereafter in effect.
- 9. ANTI-DISCRIMINATION.—(a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. (b) The Contractor agrees that the provision of parapraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the Contractor with any individual, partnership, association, corporation, estate, or trust on other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract. Provided, however. That a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

10. CONVICT LABOR.—The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

- 11. CHANGES.—Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes in the drawings or specifications. Changes as to shipment and packing of all supplies may also be made as above provided. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly, provided claim therefor is asserted at any time prior to the date of final settlement of the contract.
- 12. DELAYS—DAMAGES.—If the Contractor refuses or fails to perform this contract within the time specified, or any extension thereof, the Government may, by written notice, terminate the right of the Contractor to proceed with deliveries or with such part or parts thereof as to which there has been delay, and may hold the Contractor liable for any damage caused the Government by reason of such termination. The right of the Contractor to proceed with the performance of this contract shall not be terminated under this condition if the delay is due to causes beyond the control and without the fault or negligence of the Contractor, including, without being limited to, any preference, priority, or allocation order issued by the Government or any other act of the Government.
- 13. DISPUTES.—Except as otherwise specifically provided in this contract, all disputes concerning questions of fact which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail a copy thereof to the Contractor. Within 30 days from said mailing the Contractor may appeal to the Secretary of Army, whose decision or that of his designated representative, representatives, or board shall be final and conclusive upon the parties hereto, Pending decision of a dispute hereunder the Contractor shall diligently proceed with the performance of this contract.
- 14. ASSIGNMENT OF RIGHTS HEREUNDER .- This condition shall apply if this contract is for \$1,000 or more, unless this contract is marked secret, confidential, or restricted. (a) Claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency. Any such assignment shall cover all amounts payable under this contract, and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. (b) In the event of any such assignment the assignee shall file four signed copies of a written notice of the assignment, together with one copy of the instrument of assignment, with each of the following: (i) General Accounting Office; (ii) the Contracting Officer; (iii) the surety or sureties upon the bond or bonds, if any, in connection with this contract; (iv) the officer designated in this contract to make payments thereunder. (c) Any claim under this contract which has been assigned pursuant to the foregoing provisions of this article may be further assigned and reassigned to a bank, trust company, or other financing Institution, including any Federal lending agency. In the event of such further assignment or reassignment the assignee shall file one signed copy of a written notice of the further assignment or reassignment together with a true copy of the instrument of further assignment or reassignment with the Contractor; and shall file four signed copies of such written notice and one copy of such instrument with each of the parties designated in the preceding paragraph. (d) No assignee shall divulge any information concerning the contract except to those persons concerned with the transaction. (e) Indication of the assignment of claim and of any further assignment thereof and the name of the assignee will be made on all youthers or involces certi-
- 15. OFFICIALS NOT TO BENEFIT.—No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- 16. COVENANT AGAINST CONTINGENT FEES.—The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 17. BUY AMERICAN CLAUSE.—Subject to exemptions granted by the Secretary of Army and unless otherwise specified it is understood and agreed that only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States shall be delivered pursuant to this instrument.
- 18. DEFINITIONS.—Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

WD FORM 18A 18A

WD FORM 18

Docking No. 4442			April 19.48
Name of V	essel Tug James S. Polhemus	Gross R	eg. Tonnage: 102
		Cargo —	- Long Tons:
Ordered by	y U. S. Engineers Bill to S	same	Repairs by Same
Docked:	Undocking Started:	Lifted on:	
2:20P	M. 4/26 19.48 11:40AM. 4/30 19.4	18 Pontoons Nos.	Dock No. 2
DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
4/27	Lift day ends 2:20 PM 102 @ .20 Min.	50.00	Washed, cleaned & painted hull
4/28	1st lay day ends 2:20 PM 102 @ .10 "	25.00	
4/29	2nd " " 2:20 PM 102 @ .10 "	25.00	
	3/4 of 3rd lay day ends 8:20 AM		
	3/4 X 25.00 min. lay day charge 18.79		
	4/6 of final quarter of 3rd lay		
	day ends 12:20 PM		
	4/6 of 6.25(i/4 of 25.00 min.) 4.17	22.92	
		122.92	Vesselarrived pier S-2 at 9:40 AM 4/26
			After undocking, vessel tied to pier S-2
			at 12:30 PM 4/30
	Vessel ready to undock 11:40 AM 4/30		
			Vessel departed from pier S-2 at 2:13 PM
			4/30
	Compiled by	EC	Approved by Entered Billed S 5 5 48

DEPARTMENT OF THE ARM	MY LABrade	DATE 5-2	20-48	CONTRACT NO. (If any)		
PURCHASE ORDER	THONOS	SHEET NO.	NO. OF SHEETS	ORDER NO.	061	
ISSUED BY:	est number, if our	F (10) (17) (20)	edmus John	ABOVE CHECKED NUMBE PACKAGES AND PAPERS		
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CONTRACT NO. OF DRDER NO.

DEPARTMENT OF THE ARMY MELOCO PURCHASE ORDER SMOITIDMOS

1. VENDOR'S INVOICES.—Invoices shall be prepared and submitted in triplicate. Invoices shall contain the following information: Order number and contract number, if any; Government nomenclature of articles or services and Government sizes of articles; quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The following certificate will be shown on each of the three copies of the invoice;

"I certify that the above bill is correct and just; that payment therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transaction have been complied with; and that State or local sales taxes are not included in the amounts billed."

The Contractor or his authorized representative will sign only the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be. If State or local sales taxes are included in the amounts billed, the inapplicable words in the last portion of the certificate will be omitted.

- 2. DISCOUNTS.—Time, in connection with discount offered, will be computed from date of the delivery of the supplies to carrier when final Inspection and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when final inspection and acceptance are at those points, or from date correct bill or voucher, properly certified by the Contrastor, is received if the latter date is later than the date of delivery.
- 3. PAYMENTS.—The Contractor shall be paid, upon the submission of properly certified shall be paid, upon the submission of properly certified shall be made on vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions. If any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.
- 4. INSPECTION.—Whether or not an inspection point is specified herein, all material and workmanship shall be subject to inspection and test at all times and places (including inspection and test after arrival at destination) and, when practicable, during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the Government shall have the right to reject such articles, or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. In the event public necessity requires the use of materials or supplies not conforming to the specifications, payment therefor shall be made at a proper reduction in price.
- 5. VARIATION IN QUANTITIES.—Unless otherwise specified, any variation in the quantities herein called for, not exceeding 10 percent, will be accepted as a compilance with the contract, when caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and payments shall be adjusted accordingly.
- 6. NOTICE OF SHIPMENTS.—At the time of delivery of a shipment to a carrier for transportation, the Contractor shall give such prepaid notice of shipment as the Contracting Officer may require.
- 7. TAXES.—Unless otherwise Indicated in this contract (a) the prices herein do not Include any State or local sales, use, or other tax from which the Contractor or this transaction of the procurement of these supplies is exempt; and (b) the prices herein include all applicable Federal taxes and other applicable State and local taxes in effect at the late of this contract. Upon request of the Contractor the Government will Issue tax-exemption certificates or furnish other similar proof of exemption with respect to the taxes excluded from the price. Where any duties or taxes have been included in the contract price and a refund or drawback is obtained by the Contractor by reason of the expert or reexport of supplies covered hereby, or of materials used in the performance of this contract, the amount of such refund or drawback will be pald over to the Government, or credited against amounts due from the Government under this contract. Provided, however, That the Contractor shall not be required to apply for such refund or drawback unless so requested by the Contracting Officer.
- 8. WALSH-HEALEY ACT.—If this contract is for an amount in excess of \$10,000, the representations and stipulations required by section I of the Act of June 30, 1936 (Walsh-Healey Act, Public No. 846, 74th Congress) to be included in all contracts therein specified are hereby incorporated and made a part of this contract with the same force and effect as if fully set forth in the contract. Such representations and stipulations shall be subject to all applicable regulations, determinations, and exemptions of the Secretary of Labor now or hereafter in effect.
- 9. ANTI-DISCRIMINATION.—(a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. (b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the Contractor with any individual, partnership, association, corporation, estate, or trust or other business enterprise or other legal entity, for a specific partner the work to be performed in connection with the supplies or services furnished under this contract, accorded, however. That a contract for the furnishing of standard or commercial articles or raw material shall not beconsidered as a subcontract.

10. CONVICT LABOR.—The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

- II. CHANGES.—Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes in the drawings or specifications. Changes as to shipment and packing of all supplies may also be made as above provided. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly; provided claim therefor is asserted at any time prior to the date of final settlement of the contract.
- 12. DELAYS—DAMAGES.—If the Contractor refuses or fails to perform this contract within the time specified, or any extension thereof, the Government may, by written notice, terminate the right of the Contractor to proceed with deliveries or with such part or parts thereof as to which there has been delay, and may hold the Contractor liable for any damage caused the Government by reason of such termination. The right of the Contractor to proceed with the performance of this contract shall not be terminated under this condition if the delay is due to causes beyond the control and without the fault or negligence of the Contractor, including, without being limited to, any preference, priority, or allocation order issued by the Government or any other act of the Government.
- 13. DISPUTES.—Except as otherwise specifically provided in this contract, all disputes concerning questions of fact which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail a copy thereof to the Contractor. Within 30 days from said mailing the Contractor may appeal to the Secretary of Army, whose decision or that of his designated representative, representatives, or board shall be final and conclusive upon the parties hereta.

 Pending decision of a dispute hereunder the Contractor shall diligently proceed with the performance of this contract.
 - 14. ASSIGNMENT OF RIGHTS HEREUNDER .- This condition shall apply if this contract is for \$1,000 or more, unless this contract is marked secret, confidential, or restricted. (a) Claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency. Any such assignment shall cover all amounts payable under this contract, and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. (b) In the event of any such assignment the assignee shall file four signed copies of a written notice of the assignment, together with one copy of the instrument of assignment, with each of the following: (i) General Accounting Office; (ii) the Contracting Officer; (iii) the surety or sureties upon the bond or bonds, if any, in connection with this contract; (iv) the officer designated in this contract to make payments thereunder. (c) Any claim under this contract which has been assigned pursuant to the foregoing provisions of this article may be further assigned and reassigned to a bank, trust company, or other financing institution, including any Federal lending agency. In the event of such further assignment or reassignment the assignee shall file one signed copy of a written notice of the further assignment or reassignment together with a true copy of the instrument of further assignment or reassignment with the Contractor; and shall file four signed copies of such written notice and one copy of such instrument with each of the parties designated in the preceding paragraph. (d) No assignee shall divulge any information concerning the contract except to those persons concerned with the transaction. (c) Indication of the assignment of claim and of any further assignment thereof and the name of the assignment will be made on all vouchers or invoices certified by the Contractor.
 - 15. OFFICIALS NOT TO BENEFIT.—No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
 - 16. COVENANT AGAINST CONTINGENT FEES.—The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
 - 17. BUY AMERICAN CLAUSE.—Subject to exemptions granted by the Secretary of Army and unless otherwise specified it is understood and agreed that only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States shall be delivered pursuant to this instrument.
 - 18. DEFINITIONS.—Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

WD FORM TO SHIT SATINGS

Adm. Asst.

81 al 994 UV

Docking No 生生生色		AP111 19 10
Name of Vessel S/S GOLDEN STATE	Gross R	eg. Tonnage: 6103
Works	Cargo —	- Long Tons:
Ordered by Albina Engine & Machine Bill to	same	Repairs by Same
Docked: Undocking Started:	Lifted on:	repairs by
6:20 P M. $4/23$ 19 48 8:18A M. $4/25$ 19	48Pontoons Nos.	
TO GIVE GIVE		18067 JAMES, KERNS & ABBOTT CO. PORTLAND
DATE DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
4/24 Lift day ends 6:20 PM 6103 tons @ .10	610.30	Washed, cleaned & painted hull, Inspected
	010.00	
1/25 1/2 of 1st lay day ends 6:20 AM		tail shaft and changed propeller.
6103 tons @ .10 x 1/2	305.15	
	915.45	
	210.40	
		Vessel arrived pier S-2 at 11:38 AM 4/23
		After undocking, vessel tied to pier
		S-2 at 10:08 AM 4/25
		5-2 81 10.00 AM 4/25
		Vessel departed from pier S-2 at 6:13 AM
Vessel ready to undock 6:00 AM 4/25		4/26
		7,
Compiled by		Approved by Entered Billed
EC		Approved by Entered P.9 1948 Billed
EO		1/29

MURDOCK 1131

PURCHASE ORDER

GOLDEN STATE

ALBINA ENGINE & MACHINE WORKS, INC.

2100 N. ALBINA AVE. PORTLAND 12, OREGON

		PURCHA	NO.	83511
	he Port of Portland COMPUBLICATION	DATE	5-3-48	
T	he Port of Portland	SHIP TO		
	-040	ACCOUNT NO.	5987	
		MARK EVE ABOVE OR		DJ 4442 KAGE WITH
QUANTITY	DESCRIPTION	UNIT PRICE	TRADE DIS.	AMOUNT
	Docking and undocking vessel			915.45
	83511			
)	

PLEASE FURNISH 3 COPIES OF INVOICES COVERING THIS MATERIAL.
INVOICES MUST BE MAILED NOT LATER THAN 5 DAYS AFTER ORDER IS SHIPPED.

PACKING SLIP MUST ACCOMPANY EACH SHIPMENT

hand demma

THE PORT OF PORTLAND—DET DOCK

DOCKAGE COMPILATION SHEET

Docking	No. 4441		April	19 48
Name of	Vessel Derrick Barge #501		eg. Tonnage: 306 20' x 34' x 7'-6"	
Ordered	Works by Northwest Marine Iron Bill to		- Long Tons;	same
Docked:	Undocking Started:	Lifted on:		
2:06	P M. 4/22 19 48 3:03P M. 4/26 19	48 Pontoons Nos.	3-4-5 Dock No.	1
DATE	DOCKAGE	Amount	GENERAL DESCRIPT	18087 JAMES, KERNS & ABBOTT CO. PORTLAND ION OF WORK
	Docking time starts 8:00 AM 4/23		Washed, cleaned & painte	ed hull.
4/23	Part of lift day ends 12:00 PM			
4/24	Idle day Saturday ends 12:00 PM			
4/25	Idle day Sunday ends 12:00 PM			
4/26	Bal. of lift day ends 8:00 AM			
	306 tons @ .20	61.20		
	1/4 of 1st lay day ends 2:00 PM			
	306 tons @ .10 X 1/4 7.65		Barge arrived pier S-l a	t 8:00 AM 4/21
	1/6 of final quarter of 1st			
	lay day ends 3:00 PM		After undocking, barge to	ied to pier N-2
	306 tons X .01 x 1 3.06	10.71	at 3:25 PM 4/26	
		71.91		
	Barge ready to undock 3:00 PM 4/26			
	Compiled by	Tag .	Approved by Entered	Billed
		EC	Com long	V9 1948 4/20

PURCHASE ORDER

NORTHWEST MARINE IRON WORKS

2516 N.W. 29TH AVENUE

ORDERED FOR

PORTLAND 10, OREGON

To The Por	tol Portland -	DATE 4	1-30-	48
	Boalding Building	TERMS		
	Eand, Oregon,	F. O. B SHIP VIA		E40.046.46
- Pru		DATE WANTED_		
ITEM QUANT. UNIT	DESCRIPTION		PRICE	UNIT DISCOUNT
ITEM QUANT. UNIT	Werrich Barge # 5 Werrich Barge # 5 Wardocking Charges - Facilities Berthage 21000 Koco. Crane 3750 Water ships we 250 Oir 12616 Elce. 5480 Shift Bargeon 2035	01	PRICE 7/91	UNIT DISCOUNT
	Block 20 35		45381	
		Conf	525-73	

INSTRUCTIONS

BUYER

PURCHASE ORDER No. 65239

NORTHWEST MARINE IRON WORKS

THE PORT OF PORTLAND DRY DOCK

DOCKAGE COMPILATION SHEET

Docking N	o. 4440		April 19.48
Name of V	essel S/S Joseph A. Holmes	Gross Re	g. Tonnage: 7176
Docked:	Works Albina Engine & Machine Bill to Undocking Started: M. 4/19 19 48 7:11A M. 4/21 19	Sam e Lifted on:	Repairs by Same Repairs by I 1 1000'R No. 1
DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
4/21	Docking time starts 8:00 AM 4/20 Lift day ends 8:00 AM 7176 tons @ .10	717.60	Cleaned and painted hull
			Vessel arrived pier N-2 at 2:55 PM 4/19
	Vessel ready to undock 11:30 PM 4/20		After undocking, vessel tied to pier N-2 at 8:05 AM 4/21
	Compiled by		Approved by Entered 2 2 200 Billed /
	Compiled by		Approved by APR 2 3 1948 Billed H/23

MURDOCK 1131

PACKING SLIP MUST ACCOMPANY EACH

SHIPMENT.

PURCHASE ORDER JOS. HOLMES

83440

PURCHASE

ALBINA ENGINE & MACHINE WORKS, INC.

2100 N. ALBINA AVE. PORTLAND 12, OREGON

	@MMPDD 00 =	ORDER	NO	83440
	COMFIRMATION	DATE 4-27	7-48	
The Port of Po	rtland	SHIP TO		
		ACCOUNT NO.	5920	
		DEPT. ORDEREE	В	DJ4440
		MARK EVE ABOVE OF	RY PACE	
QUANTITY	DESCRIPTION	UNIT PRICE	TRADE DIS.	AMOUNT
Docking vessel				717.60
2001.21.18				
•				
			1	
	83/4/0		0	

Docking	No. 4439		April 19 48
Name of	Vessel S/S Edward Everett	Gross R	eg. Tonnage: 7176
	Works	Cargo -	- Long Tons:
Ordered l	by Albina Engine & Machine Bill to	same	Repairs by Same
Docked:	Undocking Started:	Lifted on:	
9:40	AM. 4/19 1948 11:10AM. 4/21 1	1948. Pontoons Nos.	all Dock No. 2
	Dogwigh		18067 JAMES, KERNS & ABBOTT CO. PORTLAND
DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
4/20	Lift day ends 9:40 AM 7176 @ .10	717.60	Washed, cleaned & painted hull. Inspected
4/21	1st lay day ends 9:40 AM 7176 @ .10	717.60	propeller and tail shaft. Welded XXXXXXX
	2/6 of final quarter of 2nd lay day		hull plate.
	ends 11:40 AM 7176 X .01 X 2	143.52	
	OTHER TELEVISION AND THE PERSON OF THE PERSO		
		1,578.72	
			Vessel arrived pier S-2 at 8:28 AM 4/19
			After undocking, vessel tied to pier S-2
	Vessel ready to undock 11:07 AM 4/21		at 12:30 PM 4/21
	Compiled by		Approved by Entered Billed
		EC	APR 2 3 1948 4/23

SHIPMENT.

PURCHASE ORDER

EDW. EVERETT

ALBINA ENGINE & MACHINE WORKS, INC.

2100 N. ALBINA AVE. PORTLAND 12, OREGON

	@G-	PURCH	NO.	83439
	CONFIRMATI	DATE	4-27-48	
Port of Portland		SHIP TO		
		ACCOUNT NO.	5986	
		DEPT. ORDERS MARK EV ABOVE O		4439 CAGE WIT
UANTITY	DESCRIPTION	UNIT PRICE	TRADE DIS.	AMOUNT
			100 mm	
Docking vessel 7, 176	gross tons		100	1,578.7
				•
	83439			
EASE FURNISH 3 COPIES OF INVO	_		1	

Docking I	No. 4438		April 19 48
Name of	Vessel Tug Shaver	Gross R	eg. Tonnage: 424
		Cargo –	- Long Tons:
Ordered b	y Western Transportation Co Bill to.	same	Repairs by
Docked:	Undocking Started:	Lifted on:	
9:05	A_{M} 4/15 1948 9:53 A_{M} 4/16 1	9 48Pontoons Nos.	4-5 Dock No. 18067 JAMES, KERNS & ABBOTT CO. PORTLAND
DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
4/16	Lift day ends 9:05 AM 424 tons @ .20	84.80	Changed propellers and re-babbitted one
	1/6 of final quarter of 1st lay day		strut bearing
	ends 10:05 AM 424 tons X .01 X 1		
	Min. fractional lay day charge	10.00	
		94.80	
			Vessel arrived pier N-2 at 7:40 AM 4/15
			After undocking, vessel tied to pier N-2
			at 10:33 AM 4/16
			Vessel departed from pier N-2 at 10:57 AM
			4/16
	Vessel ready to undock 9:50 AM 4/16		
			Ω
	Compiled by	EC	Approved by Entered Billed APR 21 1948 4/20/49

Docking 1	No. 4437		April 48
Name of	Vessel S/S CHARLES E. DANT	Gross R	eg. Tonnage: 6314
	Works.	Cargo –	- Long Tons;
Ordered b	by Albina Engine & Machine Bill to	same	Repairs by Same
Docked:	Undocking Started:	Lifted on:	
7:45	A _M . 4/12 1948 4:05 P _M . 4/16 19	48Pontoons Nos.	all Dock No. 2
DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
	Docking time starts 8:00 AM 4/12		Cleaned & painted hull. Inspected propeller
4/13	Lift day ends 8:00 AM 6314 @ .10	631.40	and tail shaft. Renewed damaged keel plate.
4/14	1st lay day ends 8:00 AM 6414 @ .10	631.40	
4/15	2nd " " 8:00 AM 6314 @ .10	631.40	
4/16	3rd " " 8:00 AM 6314 @ .10	631.40	
	1/4 of 4th lay day ends 2:00 PM		
	6314 tons @ .10 x 1/4 157.85		
	2/6 of final quarter of 4th		
	lay day ends 4:00 PM		
	6314 tons @ .01 x 2 126.28	284.13	Vessel arrived pier S-2 at 4:50 PM 4/10
		2809.73	
			After undocking, vessel tied to pier S-2
			at 5:30 PM 4/16
	Vessel ready to undock 4:00 PM 4/16		Vessel departed from pier S-2 at 7:00 PM 4/16
	Compiled by		Approved by Entered Billed
	F	CC	APR 21 1000 4/21/48

MURDOCK 1131

PURCHASE ORDER

CHAS. DANT

ALBINA ENGINE & MACHINE WORKS, INC.

2103 N. CLARK AVE. PORTLAND 12, OREGON

COMFIRMATION

PURCHASE ORDER NO.

83404

4-22-48

The	Port of Portla	nd
916	Spalding Bldg.	

SHIP TO

ACCOUNT NO. 5973

Portland, Oregon

DEPT. ORDERED BY DJ #4437

YTITHAUS	DESCRIPTION	UNIT PRICE	TRADE DIS.	AMOUNT
	Docking and undocking vessel			2,809.7
X	MUVIDARE CHARLES VARIANCE TO DO VA			2,00/01
			A	
d de de la constante de la con				
15				
	83404		/)

PLEASE FURNISH 3 COPIES OF INVOICES COVERING THIS MATERIAL. INVOICES MUST BE MAILED NOT LATER THAN 5 DAYS AFTER ORDER IS SHIPPED. PACKING SLIP MUST ACCOMPANY EACH

SHIPMENT.

demma PURCHASING AGENT

THE PORT OF PORTLAND-DRY DOCK

DOCKAGE COMPILATION SHEET

Docking I	No. 4436		April 19 48
Name of V	Vessel Tug Peter W (ex-LSM)	Gros	Reg. Tonnage: 688
	Works	Carg	o — Long Tons:
Ordered b	y Albina Engine & Machine Bill to	same	Repairs by Same
Docked:	Undocking Started:	Lifted on:	
9:10	A M. 4/8 19 48 3:05P M. 4/	12 19 48 Pontoons N	Dock No. 1 18067 James, Kerns & Abbott Co. Portland
DATE	DOCKAGE	Amount	GENERAL DESCRIPTION OF WORK
4/9	Lift day ends 9:10 AM 688 @ .20	137.60	Cut off 100 ft from bow and replaced with
4/10	1st lay day ends 9:10 AM 688 @	.10 68.80	g 40 ft. section. Cleaned & painted hull.
,	Part of 2nd lay day ends 12:00 1	PM	
4/11	Idle day Sunday ends 12:00 PM		
4/12	Bal. of 2nd lay day ends 9:10 Al	M	
	688 tons @ .10	68.80	
	1/4 of 3rd lay day ends 3:10 PM	M. Iv	
	688 tons @ .10 X 1/4	17.20	
		22.00X.83	Vessel arrived pier N-2 at 7:30 AM 4/8
		292.40	
			After undocking, vessel tied to pier N-2 at
			3:35 PM 4/12
	Vessel ready to undock 3:00 PM	4/12	
			Vessel departed from pier N-2 at 4:15 PM
,			4/12
	Comp	iled by	Approved by Entered Billed
		EC	APR 21 1948 4/5

MURDOCK 1131

PURCHASE ORDER

7"	n	25			
1.	5	M			

ALBINA ENGINE & MACHINE WORKS, INC.

2103 N. CLARK AVE. PORTLAND 12, OREGON

			PURCH. ORDER		83334
	The Port of Portland	GONFIRMATION	DATE SHIP TO	4-15-48	
	916 Spalding Building		ACCOUNT NO	5889	
	Portland, Oregon		DEPT. ORDER		J 4436
					CKAGE WITH
QUANTITY		DESCRIPTION	UNIT PRICE	E TRADEDIS.	AMOUNT
	Docking and undocking	vessel			292.40
		0			
entre set out					
	8	33334		0	
PLEASE FL	JRNISH 3 COPIES OF INV	. 1	1	H	

PLEASE FURNISH 3 COPIES OF INVOICES COVERING THIS MATERIAL.
INVOICES MUST BE MAILED NOT LATER THAN 5 DAYS AFTER ORDER IS SHIPPED.
PACKING SLIP MUST ACCOMPANY EACH SHIPMENT.

demma
PURCHASING AGENT

Docking N	o. 4435		March & April 19 48
Name of Vessel Tug Pauline		Gross F	Reg. Tonnage: 252
		Cargo -	- Long Tons:
Docked:	Floating Marine Ways Undocking Started:	Same Lifted on:	Repairs by Same
3:00]	P _M 3/31 ₁₉ 48 8:50A _M 4/2	1948 Pontoons Nos.	4-5 Dock No. 18067 JAMES, KERNS & ABBOTT CO. PORTLAND
DATE	DOCKAGE	Amount	GENERAL DESCRIPTION OF WORK
4/1	Lift day ends 3:00 PM 252 @ .20	50.40	Repaired propeller and tail shaft.
4/2	3/4 of 1st lay day ends 9:00 AM		
	252 tons @ .10 X 3/4	18.90	
		69.30	
			Vessel arrived pier N-2 at 1:55 PM 3/31
			After undocking, vessel tied to pier N-2
			at 9:30 AM 4/2
	Vessel ready to undock 8:45 AM 4/2		
			Vessel departed from pier N-2 at
			10:18 AM 4/2
			720 1
	Compiled by	EC	Approved by Entered Billed .

THE PORT OF PORTLAND - DRY DOCK

DOCKAGE COMPILATION SHEET

Docking	No. 4432		March & April 19.48
Name of	Vessel Tug J. C. Post	Gross R	eg. Tonnage: 75
		Cargo —	- Long Tons:
Ordered h	U. S. Engineers Bill to	same	Repairs by Same
Docked:	Undocking Started:	Lifted on:	
2:52	P _M . 3/25 ₁₉ 48 9:30A _M . 4/2	19.48 Pontoons Nos.	Dock No. 1 18067 JAMES, KERNS & ABBOTT CO. PORTLAND
DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
3/26	Lift day ends 2:52 PM		Washed, cleaned & painted hull. Removed,
	75 tons @ .20 Min. Charge	50.00	repaired and reinstalled rudder & propeller.
	Part of 1st lay day ends 12:00 PM		
3/27	Idle day Saturday ends 12:00 PM		
3/28	Ldle day Sunday ends 12:00 PM		
3/29	Bal. of 1st lay day ends 2:52 PM		
	75 tons @ .10 Min. Charge	25.00	Vessel arrived pier N-2 at 1:03 PM 3/25
3/30	2nd lay day ends 2:52 PM Min. Charge	25.00	
3/31	3rd " " 2:52 PM " "	25.00	After undocking, vessel tied to pier N-2
1/1	3/4 of 4th lay day ends 8:52 AM		at 10:00 AM 4/2
	25.00 X 3/4	75	
	1/6 of final quarter of 4th lay		
	day ends 9:52 AM 75 X .01 X 1	75 19.50	Vessel departed from pier N-2 at 10:28 AM 4/2
		144.50	
	Vessel ready to undock 9:30 AM 4/1	411.00	
	Could not undock untill Tug Pauline		
	undocked.		
	0- 111		Applied by British British
	Compiled by	EC	Approved by Entered Billed APR 2 1 1948 44 44

CONTRACT NO. (If any) DEPARTMENT OF THE ARMY LAB:gms PURCHASE ORDER MOITIGHOD SHEET NO. ORDER NO. 11120 Corps of Engineers ISSUED BY: PACKAGES AND PAPERS RELATING TO THIS ORDER REQUISITION NO. 51/1 . 628 Pittock Block, Portland 5, Oregon TO: (Contractor and address; also factory address, if required) PAYMENT WILL BE MADE BY DISBURSING OFFICER 628 Pittock Block. The Port of Portland Portland 5, Oregon. 916 Spalding Building INVOICE FOR PAYMENT WILL BE MAILED TO: Portland 4, Oregon District Engineer, Corps of Engineers, 628 Pittock Block, Portland 5. Oregon THE SUPPLIES AND SERVICES TO BE OBTAINED BY THIS INSTRUMENT AME AUTHORIZED BY, ARE FOR THE PURPOSES SET FORTH IN. AND ARE CHARGEABLE TO THE FOLLOWING ALLOTMENTS, THE AVAILABLE BALANCES OF WHICH ARE SUPPLIEDED TO COVER THE COST THEREOF SHIP TO: E. H. Moore, U. S. Engineer 21 x 3000 Plant Portland, Oregon METHODS OF PRESENTING INVOICES OR VOUCHERS, AND OF PACKING, MARKING, AND SHIPPING, SHALL BE AS PRO-VIDED HEREIN, EXCEPT AS OTHERWISE DIRECTED BY THE CONTRACTING OFFICER. Net Domestic SCHEDULE OF DELIVERIES INSPECTION POINTS March 28 to Apr. 1/48 ITEM NO. SUPPLIES OR SERVICES QUANTITY Service of Port of Portland drydock to drydock the tug J. C. Post on March 26, 27, 28, 29, 30, job 31 and April 1, 1948. CONFIRMATION \$114.50 SPECIFIC PURPOSE:

PURCHASING ARENT

CONTRACT NO. (If any)

DEPARTMENT OF THE ARMY LABRETTE PURCHASE ORDERSMOITIDANO

1. VENDOR'S INVOICES .- Invoices shall be prepared and submitted in triplicate. Invoices shall contain the following information: Order number and contract number, if any; Government nomenclature of articles or services and Government sizes of articles; quantities, unit prices, and 11. CHANGES.—Where the supplies to be furnished are to be specially manufactured in extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The following certificate will be shown on each of the three copies

"I certify that the above bill is correct and just; that payment therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transaction have been complied with; and that State or local sales taxes are not included in the amounts billed."

The Contractor or his authorized representative will sign only the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be. If State or local sales taxes are included in the amounts billed, the inapplicable words in the last portion of the certificate will be omitted.

2. DISCOUNTS .- Time, in connection with discount offered, will be computed from date of the delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when final inspection and acceptance are at those points, or from date correct bill or voucher, properly certified by the Contractor, is received if the latter date is later, than the date of delivery.

3. PAYMENTS .- The Contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract. NSPECTION POINTS

4. INSPECTION .- Whether or not an inspection point is specified herein, all material and workmanship shall be subject to inspection and test at all times and places (including inspection and test after arrival at destination) and, when practicable, during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the Government shall have the right to reject such articles, or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. In the event public necessity requires the use of materials or supplies not conforming to the specifications, payment therefor shall be made at a proper reduction in price.

5. VARIATION IN QUANTITIES.—Unless otherwise specified, any variation in the quantities herein called for, not exceeding 10 percent, will be accepted as a compliance with the contract, when caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and payments shall be adjusted accordingly.

6. NOTICE OF SHIPMENTS .-- At the time of delivery of a shipment to a carrier for transportation, the Contractor shall give such prepaid notice of shipment as the Contracting Officer may require.

7. TAXES.—Unless otherwise indicated in this contract (a) the prices herein do not include any State or local sales, use, or other tax from which the Contractor or this transaction of the procurement of these supplies is exempt; and (b) the prices herein include all applicable Federal taxes and other applicable State and local taxes in effect at the date of this contract. Upon request of the Contractor the Government will issue tax-exemption certificates or furnish other similar proof of exemption with respect to the taxes excluded from the price. Where any duties or taxes have been included in the contract price and a refund or drawback is obtained by the Contractor by reason of the export or reexport of supplies covered hereby, or of materials used in the performance of this contract, the amount of such refund or drawback will be paid over to the Government, or credited against amounts due from the Government under this contract: Provided, however, That the Contractor shall not be required to apply for such refund or drawback unless so requested by the Contracting Officer.

B. WALSH-HEALEY ACT:-If this contract is for an amount in excess of \$10,000, the representations and stipulations required by section 1 of the Act of June 30, 1936 (Walsh-Healey Act, Public No. 846, 74th Congress) to be included in all contracts therein specified are hereby incorporated and made a part of this contract with the same force and effect as if fully set forth in the contract. Such representations and stipulations shall be subject to all applicable regulations, determinations, and exemptions of the Secretary of Labor now or hereafter in effect.

9. ANTI-DISCRIMINATION .- (a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. (b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the Contractor with any individual, partnership, association, corporation, estate, or trust or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract: Provided, however, That a contract for the furnishing of standard or

10. CONVICT LABOR.—The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

se with drawings and specifications, the Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes in the drawings or specifications. Changes as to shipment and packing of all supplies may also be made as above provided. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly, provided claim therefor is asserted at any time prior to the date of final settlement of the contract, and the break of the

12. DELAYS-DAMAGES.-If the Contractor refuses or fails to perform this contract within the time specified, or any extension thereof, the Government may, by written notice, te right of the Contractor to proceed with deliveries or with such part or parts thereof as to which there has been delay, and may hold the Contractor liable for any damage caused the Government by reason of such termination. The right of the Contractor to proceed with the performance of this contract shall not be terminated under this condition if the delay is due to causes beyond the control and without the fault or negligence of the Contractor, including, without being limited to, any preference, priority, or allocation order issued by the Government or any other act of the

MOITA 13.) DISPUTES. - Except as otherwise specifically provided in this contract all disputes concerning questions of fact which may arise under this contract; and which are not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail a copy thereof to the Contractor. Within 30 days from said mailing the Contractor may appeal to the Secretary of Army, whose decision of that of his designated representative, representatives, or board shall be final and conclusive upon the parties hereto. Pending decision of a dispute hereunder the Contractor shall diligently proceed with the performance of

14. ASSIGNMENT OF RIGHTS HEREUNDER.—This condition shall apply if this contract is for \$1,000 or more, unless this contract is marked secret, confidential, or restricted. (a) Claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency. Any such assignment shall cover all amounts payable under this contract, and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. (b) In the event of any such assignment the assignee shall file four signed copies of a written notice of the assignment, together with one copy of the instrument of assignment, with each of the following: (i) General Accounting Office; (ii) the Contracting Officer; (iii) the surety or sureties upon the bond or bonds, if any, in connection with this contract; (iv) the officer designated in this contract to make payments thereunder. (c). Any claim under this contract which has been assigned pursuant to the foregoing provisions of this article may be further assigned and reassigned to a bank, trust company, or other financing institution, including any Federal lending agency. In the event of such further assignment or reassignment the assignee shall file one signed copy of a written or such further assignment or reassignment the assigned shall he one signed copy or a written notice of the further assignment or reassignment together with a true copy of the instrument of further assignment or reassignment with the Contractor; and shall file four signed copies of such written notice and one copy draugh libringment with each of the parties designated in the precence of the parties of the parties designated in the precent concerning the contract except to those persons concerned with the transaction. (c) Induction of the assignment of claim and of any further assignment thereof and the name of the assignee will be made on all vouchers or invoices certified by the Contractor. invoices certified by the Contractor.

15. OFFICIALS NOT TO BENEFIT.-No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

16. COVENANT AGAINST CONTINGENT FEES.—The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for commission, per-centage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencles maintained by the Contractor for the purpose of securing business.

17. BUY AMERICAN CLAUSE.—Subject to exemptions granted by the Secretary of Army and unless otherwise specified it is understood and agreed that only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States shall be delivered pursuant to this instrument.

18. DEFINITIONS.—Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

commercial articles or raw material shall not be considered as a subcontract.

GPO: 1947 - 0 706278